GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT NO. 54
LEASE AMENDMENT	TO LEASE NO. GS-11B-70348
ADDRESS OF PREMISES: 1120 Vermont Ave, NW Washington, DC 20005-3523	PDN NUMBER: Not Applicable

THIS AMENDMENT is made and entered into between **1120 Vermont Avenue Associates**

whose address is   c/o S.C. Herman & Associates, Inc.
                         1120 Vermont Ave, NW
                         Suite 900
                         Washington, DC 20005-3523

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective <u>upon execution by the Government</u> as follows:

1. This Supplemental Lease Agreement (SLA) is issued to extend this lease to March 31, 2017. The Lease extension term will be from January 22, 2014 thru March 31, 2017.

2. The annual rent for the extension term shall be $3,899,251.74, payable at a rate of $324,937.65 per month in arrears. The annual rent includes daytime cleaning ($62,502.22 per year per SLA 45 & SLA 48). The annual rent does not include tenant improvement allowance.

3. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Extension Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

4. The square footage shall remain the same at 80,134 RSF / 72,677 USF (39,912 RSF / 36,185 USF on the 6th floor and 40,222 RSF / 36,492 USF on the 7th floor).

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: Sylvan C. Herman
Title: **General Partner**
Entity Name: 1120 Vermont Avenue Associates, LLP
Date: **February 4, 2014**

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: Lisa Richmond
Title: Lease Contracting Officer
GSA, Public Buildings Service   MAR 1 2 2014
Date:

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: J. Scott Ogden
Title: **As"Agent for Owner'**
Date: **February 4, 2014**

5. The current operating cost is (b) (4) and includes daytime cleaning. CPI adjustments shall continue throughout the extension term in accordance with paragraph 3.5 of the SFO. The next CPI adjustment shall be due on January 22, 2014.

6. The percentage of occupancy shall remain at 16.61%. The Real Estate Tax base shall remain at $1,082,885.13. Real Estate Tax adjustments shall continue throughout the extension term in accordance with paragraph 3.3 of the SFO.

7. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS: LESSOR_____ GOV'T_____